

Sea Otter Recovery Fund Grants



ANNOUNCEMENT & APPLICATION



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Coastal Conservancy's Sea Otter Recovery Grants

The California State Coastal Conservancy (Conservancy) announces the availability of grants to public agencies, tribes and nonprofit organizations for projects that facilitate the recovery of the southern sea otter along California's coasts.

A. Background

The Coastal Conservancy ("Conservancy") is a California state agency, established in 1976, to work with local communities to implement multi-benefit projects that protect and enhance coastal resources. The Conservancy works along the entire length of California's coast, within the watersheds of rivers and streams that extend inland from the coast, and throughout the nine-county San Francisco Bay Area.

The California Sea Otter Fund is one of the state's voluntary tax check-off funds that allows taxpayers to voluntarily contribute additional money for use towards the recovery of California's sea otter population. Approximately 50% of the revenues are allocated to the Coastal Conservancy for "competitive grants and contracts to public agencies and nonprofit organizations for research, science, protection, projects, or programs related to the Federal Sea Otter Recovery Plan or improving the nearshore ocean ecosystem."

B. Solicitation Priorities

Coastal Conservancy grants funded by the California Sea Otter Fund can be used for a variety of activities related to southern sea otter recovery and improving the nearshore ecosystem. Conservancy priorities for the funding are as follows:

- Plan and implement projects to improve or expand southern sea otter habitat
- Reduce environmental stressors impacting southern sea otters
- Implement critical recovery actions of the Federal Southern Sea Otter Recovery Plan
- Research that will inform actions or strategies to advance critical sea otter recovery actions, improve or expand sea otter habitat, or reduce stressors on southern sea otters

C. Funding Available

Each year, the Conservancy solicits proposals for the annual appropriation from the California Sea Otter Fund (see Section A). This year the Conservancy has approximately **\$250,000** available for projects that meeting the fund's objectives.

Grant applications must be received by September 1, 2021.

D. Eligible Applicants:

Public agencies, federally-recognized tribes, and nonprofit organizations are eligible for funding. To be eligible, a nonprofit organization must qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code.

E. Grant Schedule

The schedule for the Sea Otter Recovery Program solicitation is as follows:

Solicitation Released	July 7, 2021
Applications Due	September 1, 2021

* It is anticipated that the selected Sea Otter Recovery grants will be approved at the Coastal Conservancy's December 2, 2021 board meeting and that funding will become available by February 2021. Grants must be completed by March 2026 and no extensions past this date will be possible.

F. Grant Application

The Sea Otter Recovery Program Grant Application is provided as Attachment 1 to this solicitation.

Applications are due on **September 1, 2021**. Please submit applications electronically via email to: hilary.hill@scc.ca.gov. Emails larger than 15 MB total will be rejected by our server. The Conservancy reserves the right, at its sole discretion, to review applications submitted after the deadline.

A complete application will consist of the following files:

- ☐ Grant Application (Attachment 1)
- ☐ Signed Acknowledgment of Terms and Conditions (Attachment 2)
- ☐ Project maps/designs (in one pdf file, 15 MB max) and project photos (in jpg format)
- ☐ For Nonprofit Organizations, a completed [Nonprofit Organization Pre-Award Questionnaire](#)

After you submit your grant application to the Coastal Conservancy, we ask for you to fill out this short survey: <https://www.surveymonkey.com/r/3TLJBYK>

G. Project Selection

Selection of projects by staff (including partial funding recommendations) will be based on:

- Solicitation priorities (B., above)
- Total amount of California Sea Otter Fund funding available
- Urgency of the project relative to other eligible projects
- Conservancy's [Required and Additional Project Selection Criteria](#).

Please note matching funds are not required; however, leverage is one of the Conservancy's project selection criteria so the amount of matching funds will be considered in our proposal evaluation.

H. Grant Award Schedule

Grants will be awarded once a project is approved by the Coastal Conservancy Board at a public meeting. It is anticipated that this year's Sea Otter Recovery grants will be considered at the Conservancy's December 2, 2021 meeting.

Once the Conservancy has approved a grant at a public meeting, Conservancy staff will prepare a grant agreement setting forth the terms and conditions of the grant – see Section I below.

Following this process, grants are anticipated to be able to commence in February 2022, and must be completed by February 2026.

I. Grant Terms

A sample grant agreement is provided in Attachment 3. Entities that do not agree to these terms and conditions will not be awarded a Sea Otter Recovery Program grant. A signed acknowledgment of Grant Terms and Conditions (Attachment 2) must be submitted with each application.

Typical grant terms include, but are not limited to:

- Overhead/indirect costs may not exceed 15% of the total grant amount.
- Grant payments are made in arrears, meaning the Conservancy reimburses grantees for expenses after they are incurred. This means the grantee will have to cover the costs of the project between the time the expenses are incurred and the time the grantee receives the Conservancy funds. It typically takes about 6 weeks between the time an invoice is received at the Conservancy and the payment is received by the grantee.

- Grantees are required to maintain general liability, automobile, and other forms of insurance during the term of the grant agreement.
- Additional terms for construction grants:
 - Typically required grantee to operate, maintain, and monitor the project for up to 20 years.
 - Grants for work on property not owned by the grantee require an agreement between the landowner and the grantee, and in some cases the Conservancy, to protect the project. In some cases, the agreement may have to be recorded on title to the landowner's property.

J. Auditing

All Conservancy grantees should expect to be audited by the State of California. It is the grantee's responsibility to maintain all necessary records to substantiate and document all payments made pursuant to a Conservancy grant. If a grantee cannot provide adequate records when they are audited, they may be required to repay grant funds. The Conservancy requires nonprofit grantees to submit the [Nonprofit Organization Pre-Award Questionnaire](#) to help flag any potential issues with accounting and record keeping before the grantee begins work. Technical assistance may be available to help grantees meet all of the state's accounting requirements.

K. Questions

Please contact Hilary Hill at hilary.hill@scc.ca.gov with questions regarding this solicitation.

The following are provided as attachments to this solicitation:

Attachment 1 - Application for Sea Otter Recovery Grants

Attachment 2 - Acknowledgement of Terms and Conditions

Attachment 3 - Sample Grant Agreement

SEA OTTER RECOVERY PROGRAM GRANT APPLICATION**Applications due September 1, 2021**

*Directions: Please limit your response to the following questions to **no more than ten pages**. You may delete the instructions for each application question if you need more space.*

APPLICANT INFO			
Organization*			
Contact Person		Email	
Position/Title			
Phone			
Address			
Federal Tax ID #			

***Organization Type** – If applicant qualifies as a 501(c)(3) organization, provide your IRS 501(c)(3) letter and Articles of Incorporation as attachments to your completed [Non-Profit Questionnaire](#). *Note: Applicants who have submitted the Non-Profit Questionnaire in the past two years do not need to resubmit.*

PROJECT INFO			
Project Name			
Summary			
Total Project Cost	\$	Amount Requested	\$
Start Date		End Date	
Project Location(s)			

APPLICATION QUESTIONS:

1. **Need for the project.** Describe the specific problems, issues, or unserved needs the project will address to assist in the recovery of the southern sea otter population.
2. **Goals and objectives.** The goals and objectives should clearly define the expected outcomes and benefits of the project.
3. **Project Description.** Describe all of the major project components (i.e., what will actually be done to address the need and achieve the goals and objectives).
4. **Specific Tasks.** Identify the specific tasks that will be undertaken and the work that will be accomplished for each task.

#	Task Name	Description	Expected Completion Date
1			
2			
3			

Add or delete rows as necessary.

5. **Work Products.** List below the specific work products or other deliverables that the project will result in:
6. **Recovery Plan.** How will this project implement or promote the [Federal Southern Sea Otter Recovery Plan](#) and [Five Year Review of the Southern Sea Otter](#), or the priorities listed in Section B. of this grant announcement?
7. **Project History.** Provide a history of the project including how it was identified as a priority, organizations involved in development of the project, key steps that have already been completed, and any background information not provided in the project description.

8. Preliminary Budget

In the budget matrix below, relist the tasks identified in question #4 above and for each task provide: the estimated cost of the task and the funding sources for the task.

Task Number	Task	Coastal Conservancy	Other CA State Funds	Other Non-State Funds	Total Cost
1					
2					
3					
TOTAL		\$ 0	\$ 0	\$ 0	\$ 0

Add or delete rows as necessary.

Note: Please do not include in-kind services or contributions in the table above. Please also note that food/drinks are not allowable expenses and attendance at conferences/trainings must clearly support successful implementation of the project (include them as a separate line item).

A. Budget Justification

Please provide a brief narrative explanation of the budget that explains and justifies the costs. The purpose of the narrative is to provide background and detail to explain the costs in the budget, including the source of the estimates. The narrative should specify whether the budget includes administrative or indirect costs, and/or contingencies and those amounts of each.

B. Other Funds

Please list all of the sources of match funding described above. Please indicate if other funding sources have been secured or are pending (applied for but not yet awarded). **Do not** include in-kind services or contributions in the table below.

Source	Amount (\$)	Status - Secured / Applied for	State of CA Funds Y/N
<i>Example: California Natural Resources – Prop 1</i>		<i>Secured</i>	<i>YES</i>
<i>Example: Alameda County Measure WW</i>		<i>Applied for</i>	<i>NO</i>
TOTAL	\$		

Add or delete rows as necessary.

C. In Kind Services

In-kind services or contributions include volunteer time and materials, bargain sales, and land donations. Describe and estimate the value of expected in-kind services.

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9. **Applicant Capacity.** The applicant must demonstrate that it can adequately administer the grant and manage the project, and that its entire operating budget is not dependent upon the underlying grant. The applicant should address the following organizational capacity and expertise elements, including but not limited to:
- Record of success completing similar projects and commitment to see project to completion.
 - Capacity to manage a state grant, including fiscal system and staff dedicated to financial operations;
 - Ability to manage cash flow given that grant funds will be reimbursement payments;
 - Proof of qualified staff or contractors to carry out the project.
10. **Support:** List the public agencies, non-profit organizations, elected officials, and other entities and individuals that support the project. Describe involvement in the development of the project by communities impacted or benefited by the project.
11. **Environmental Review:** Projects funded by the Coastal Conservancy must be reviewed in accordance with the California Environmental Quality Act ("CEQA"). CEQA does not apply to projects that will not have either a direct or indirect effect on the environment. For all other projects, if the project is statutorily or categorically exempt under CEQA, no further review is necessary. If the proposed project is not exempt, it must be evaluated by a public agency that is issuing a permit, providing funding, or approving the project, to determine whether the activities may have a significant effect on the environment. The evaluation results in a "Negative Declaration (Neg Dec)," "Mitigated Negative Declaration (MND)," or "Environmental Impact Report." **NOTE – the Coastal Conservancy cannot grant funding for construction or restoration projects without final CEQA documentation.** For more information on CEQA, visit: <http://resources.ca.gov/ceqa/flowchart/>.

The proposed project.... (select the appropriate answer):

- ☐ Is not a project under CEQA. Briefly specify why.
- ☐ Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption.
- ☐ Requires Neg Dec, MND, or EIR. Specify the lead CEQA agency (the agency preparing the document) and the (expected) completion date. Please note that the Conservancy will need to review and approve any CEQA document.

12. **Permits (if applicable):** If this is an implementation project, please list permits the project will require and their respective status.

Name of permit(s)	Status (e.g. acquired, pending, included in scope of proposed project)	Date of permit (or expected date)

Add more rows as needed

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13. **Vulnerability from Sea Level Rise and Other Climate Change Impacts (if applicable):** Describe how the project may be vulnerable to climate change impacts (sea level rise, coastal erosion, flooding, fire, drought, species and habitat loss, etc.). Describe any design, siting, adaptive management, or other measures incorporated into the project to reduce these vulnerabilities and specify the expected lifespan or duration of the project.
14. **Greenhouse Gas Emissions (if applicable):** If the proposed project will result in production of greenhouse gas emissions (including construction impacts and vehicle miles travelled as part of a public access component), describe the measures the project includes to reduce, minimize or avoid greenhouse gas emissions through project design, implementation construction, or maintenance. What, if any, are the possible sources or sinks of greenhouse gases for the project, such as carbon sequestration from habitats at the site? If one of the project goals is to sequester carbon (reduce greenhouse gas concentrations), how do you intend to ensure continued long-term sequestration while achieving project objectives? Do you have any plans to seek carbon credits for the carbon sequestration activities on the project site?
15. **California Conservation Corps (if applicable):** Applicants proposing construction projects are urged to consider using the California Conservation Corps. If the project involves construction, please indicate you have contacted the CCC regarding the project and the results of the contact.
16. **Maps and Graphics.** Provide the following project graphics with your application. Project maps and design plans should be combined into one pdf file with a maximum size of 10 MB. Project photos should be provided in jpg format.
- Regional Map – Clearly identify the project’s location in relation to prominent area features.
 - Site-scale map – Show the location of project elements in relation to nearby features on a site-scale map. Key features discussed in project description should be shown.
 - Design Plan – Construction projects should include one or more design drawings or graphics.
 - Site Photos – One or more clear photos of the project site.



**Sea Otter Recovery Grants
Acknowledgement of Grant Terms and Conditions**

Applicants should review the Sample Grant Agreement attached to the Sea Otter Recovery Grants Proposal Solicitation before completing this form.

My signature below certifies that I have reviewed the terms and conditions of the Sample Grant Agreement included with the California Sea Otter Fund Proposal Solicitation and that my organization will agree to these terms and conditions if the Coastal Conservancy approves funding for the proposed project listed below. For University of California (UC) and California State University (CSU) applicants, additional terms and conditions typical of grants with the Conservancy will be included in Exhibit G of DGS's model contract form developed under AB20.

Project Name			
Organization			
Printed Name		Title	
Signature		Date	

*SEA OTTER RECOVERY FUND GRANTS
SAMPLE GRANT AGREEMENT*

SCOPE OF AGREEMENT

Pursuant to Chapter ____ of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to **[grantee name]** (“the grantee”) a sum not to exceed \$ _____ (_____ dollars), subject to this agreement. The grantee shall use these funds to undertake the **[project name]** (“the project”) for the **[location]** area of **[city/county, etc.]**, as shown on Exhibit ____, which is incorporated by reference and attached.

[Add project description here]

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the “WORK PROGRAM” section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

**CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND
DISBURSEMENT**

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The **[governing board]** of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
 - a. The work program for the project as provided in the “WORK PROGRAM” section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
 - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the “INSURANCE” section, below.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in the “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” section of this agreement. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement shall run from its effective date through _____, 20__ (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by _____ [**usually three months earlier than termination date**] (“the completion date”).

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its , 20__ meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit A. This agreement is executed under that authorization.

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy’s grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties (“contractors”) under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee

shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The grantee shall carry out the project in accordance with the approved work program.

The work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. However, if this agreement and the work program are inconsistent, the agreement shall control.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the Conservancy's name and logo shall be included in the final report in a prominent location. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee’s satisfactory progress under the approved work program and upon submission of a “Request for Disbursement” form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee’s satisfactory completion of the project and compliance with the “PROJECT COMPLETION” section, below, and upon the Conservancy’s acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (“CCR”), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed “Request for Disbursement” form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs

incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final "Request for Disbursement."

Within thirty days of the grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the

contractor for any reason on written notice and on the same terms and conditions specified in this section.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. **[Where the grantee is a public entity, add:** This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.]

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
 - [Include d. only if project work requires the use of non-commercial watercraft]**
 - d. Watercraft Liability: If the project will utilize private watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage.
c. Worker’s Compensation and Employment Liability	As required by law with Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.
d. Watercraft Liability (for private vessel) coverage, <i>if required under 1.d., above</i>	In the following amounts: <ol style="list-style-type: none">a. Vessels under 30 ft.: \$1,000,000 combined single limit.b. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage

due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.

- b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be

received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, “records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities.

DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

UNION ORGANIZING

By signing this agreement, grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have

been used for these purposes, and shall provide these records to the Attorney General upon request.

Grantee shall account for state funds disbursed for a specific expenditure by this agreement to show those funds were allocated to that expenditure.

Grantee shall, where state funds are not designated as described in paragraph 2 of this section, allocate on a pro-rata basis all disbursements for the project.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

SURVIVAL

The obligations in the “WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT” and “INDEMNIFICATION AND HOLD HARMLESS” sections, above, shall survive the termination of this agreement.

END OF SEA OTTER RECOVERY GRANT
SOLICITATION PACKET

